

## **FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (“First Amendment”) is made and entered into on \_\_\_\_\_, 2025, by and between **JEFFERSON SCHOOL FOUNDATION**, a Virginia nonprofit, nonstock corporation, successor in interest to Jefferson School Community Partnership, L.L.L.P. (“Landlord”), and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and a political subdivision of the Commonwealth of Virginia (“Tenant”). Landlord and Tenant are hereafter referred to collectively as the “Parties,” and each individually as a “Party.”

**WHEREAS**, the Landlord and Tenant are parties to a Lease Agreement dated March 1, 2011 (“Lease”), for certain space within the Jefferson School located at 233 Fourth Street NW, Charlottesville, Virginia 22902 (“Property”); and

**WHEREAS**, Landlord and Tenant desire to extend the term of the Lease, while negotiating a new, long-term lease for the Property.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein, the Parties agree as follows:

1. The term of the Lease is hereby extended as follows: Year fifteen (15) Rent, as set forth in Exhibit “B” to the Lease, shall be applicable from the date of this First Amendment through November 30, 2025. Beginning on December 1, 2025 and extending through June 30, 2026, the Base Rent shall be equal to the Year 15 Rent increased by the lesser of (a) the percentage increase in the Consumer Price Index for Urban Earners and Clerical Works, United States and Selected Areas, All Items (CPI-W) as published by the Bureau of Labor Statistics, U.S. Department of Labor from the preceding twelve (12)-month period or (b) three percent (3%). Landlord shall notify the City’s Director of Parks and Recreation in writing of the new Base Rent amount thirty (30) days prior to December 1, 2025. The Lease term shall expire at 11:59 pm on June 30, 2026.
2. Except as set forth herein, any and all provisions of the Lease shall remain in full force and legal effect.

**IN WITNESS THEREOF**, the Parties hereto have caused this First Amendment to be executed on the day, month, and year first written above.

*[SIGNATURE PAGE FOLLOWS]*

**TENANT**

**CITY OF CHARLOTTESVILLE, VIRGINIA,**  
a municipal corporation and a political subdivision  
of the Commonwealth of Virginia

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**LANDLORD**

**JEFFERSON SCHOOL FOUNDATION,**  
a Virginia nonprofit, nonstock corporation

By: \_\_\_\_\_  
Martin Burks, III, President

Date: \_\_\_\_\_